



Memorandum of Understanding

Between

Center for Media and Peace Initiatives,
New York

&

Institut Catholique de Kabgayi (ICK)

January 2023

Introduction

Center for Media and Peace Initiatives —CMPI is a 501(c) (3) independent, nonprofit organization in Special Consultative Status with the United Nations' Economic and Social Council (ECOSOC) and affiliated with Rutgers University, New Jersey. The center engages in many cross-sectoral projects across the United States and Africa at the nexus of peace, people, press, and public policy in a supportive learning environment. With a great reliance on its extensive international network, the center operates as a facilitator and partner in a wide variety of training projects, publishes, and disseminates scholarship and advances education through meaningful research, teaching, and service. CMPI celebrates interdisciplinary study and creates unique platforms that facilitate discussion around specific subject areas, with the goal of generating new knowledge and understanding, forging, and expanding new international, intercultural, interdisciplinary research networks, and partnerships for the benefit of students, faculty, and institutional collaborations around the world.

Institut Catholique de Kabgayi/Catholic Institute of Kabgayi (ICK) located in Rwanda was founded in 2002 by the Catholic Diocese of Kabgayi. It was given recognition by the Ministry of Education by Convention of Allocation N° 001/03/2003 concluded between the Government of Rwanda via the Ministry of Education and the Catholic Diocese of Kabgayi. The Institute obtained accreditation or Definitive Operating Licence by the decision of the Cabinet on March 24th, 2010.

The proposed partnership between Center for Media and Peace Initiatives and Institut Catholique de Kabgayi (ICK) will explore the existing interconnections between universities and civil society to help the college to realize the potential of service-learning collaboration with a nonprofit organization. Working in collaboration with CMPI, ICK is expected to achieve its stated mission of "advancing and promoting knowledge and development of skills in professionalism and innovativeness through quality education, research and community services for the transformation of society and sustainable development." Both CMPI and ICK have a shared vision of empowering the under-served members of society including underrepresented students.

This memorandum of understanding is a cooperation agreement between the Center for Media and Peace Initiatives (CMPI), a tax-exempt non-profit organization organized under the laws of the State of New York and Institut Catholique de Kabgayi that form the ("Parties") to this cooperation agreement, which may be modified to match the evolving needs of the cooperation.

1. COOPÉRATION AGREEMENT

This Cooperation Agreement is between the Center for Media & Peace Initiatives, New York, New York, U.S., hereinafter "CMPI" and Institut Catholique de Kabgayi, hereinafter "ICK". The

parties hereby bind themselves to undertake a Cooperation Agreement ("Agreement") under the following terms and conditions:

2. TERM

The term of this Agreement shall be 4 years unless terminated sooner in accordance with the terms of this Agreement (the "Term").

3. BACKGROUND AND PURPOSE

CMPI is a media and public policy think tank committed to communicating innovative and peaceful solutions to global challenges. CMPI places high premium on the improvement of the human capital through planning and initiating professional development programs in supportive learning environments. ICK is a publicly engaged high learning institution with the vision "to be a center of academic and professional excellence."

4. GOALS AND OBJECTIVES

CMPI is to engage in scholarly activities with ICK. The Parties to this agreement shall abide by the terms of this agreement to achieve the following goals and objectives:

- To foster and promote academic collaboration among relevant organizations such as the United Nations for the purposes of addressing problems of economic and social challenges affecting historically disadvantaged students.
- To improve overall scholarship for students and faculty members as well as funding opportunities for high learning institution.
- To explore and develop new curricula aiming at addressing current and emerging challenges in the changing global education environment, especially the workforce needs of students.
- To promote student exchange programs around the world.
- To reinforce the capacity of the lecturers via trainings, study tours , conferences and Seminars.
- To support the establishment of certificate programs that will lead to acquiring skills for self-employment.
- To identify funding opportunities for programs at ICK.

Specifically, CMPI will provide the following:

Conferences

CMPI brings people and ideas together in a variety of events and platforms to promote and celebrate interdisciplinary study and underline its importance. CMPI sponsored workshops, conferences are among the leading intellectual events of its kind – an occasion for experts in media and public policy to present serious lectures to an audience of some 200 guests – after they have enjoyed about an hour of networking. Students and faculty of diverse backgrounds,

political leaders, journalists, diplomats, business leaders, and public policy experts benefit from CMPI's periodic public lectures, discussion groups, seminars, and film viewings.

Research

Members of faculty may benefit from the ability to better collaborate, teach, and advise students between departments within the higher learning institutions. Faculty will have the opportunity to publish in the CMPI's peer-reviewed quarterly *Journal of Media and Public Policy*.

Youth Media Project

Students will participate in the CMPI's ongoing fight against disinformation. Through <https://thesolutionsnews.com/> media platform, students and faculty could send news stories of events and issues around them in addition to publishing opinion articles. The online news platform will support students offering English, media studies, storytelling, and intercultural communication etc. to hone their skills in writing for a heterogeneous audience.

Executive Leadership Education

Executive education supports top leaders in business, government, academia, banks, multinationals, and nonprofits etc. to reinvigorate their professional journey. As an interdisciplinary approach to leadership development and personal growth, the executive education which is related to ICK's Continuing Education Program builds off the passion and perspective of world class faculty, participants, and environment to help participants evolve on a personal level, drive change on an organizational level, and make a difference in the world at large. Participants explore fresh ways of thinking outside the box and build a global network that will last a lifetime. The hosting of short-term executive education is an extra revenue yielding opportunity for ICK, in addition to branding possibilities.

5. OBLIGATIONS OF THE PARTIES

CMPI shall perform the following obligations:

- Bolster ICK's internationalization programs to make the university an international powerhouse in meaningful teaching, research, and public service.
- Utilize CMPI's extensive international network to attract distinguished persons for the award of honorary doctorates, honorary professorships, and recruitment of international undergraduate and graduate students.
- Explore the feasibility of establishing joint degree programs with other institutions of higher education in the U.S. and other countries.
- Facilitate visits by preeminent experts from the U.S. and other countries to ICK.
- Support the establishment of centers and institutes at ICK focused on global and intellectual development.
- Assist ICK in obtaining external grant funding from governmental and nonprofit sources.

- Sustain professional continuing education programs at ICK including fellowship programs.

ICK shall perform the following obligations:

- Appoint an ICK faculty/staff to coordinate with CMPI on matters or activities that will require the imprimatur of the higher learning institution.
- Designate an office space at the higher learning institution for use by ICK faculty/staff and CMPI staff to perform legitimate and mutually beneficial educational programs or activities
- Provide a meeting hall for approved seminars, workshops or conferences hosted by CMPI.
- Select the students and lecturers who will attend all activities supported by CMPI.

6. CONFIDENTIALITY

Subject to sub-clause (2) below, each party shall treat as strictly confidential all information received or obtained throughout the duration of this Cooperation Agreement.

Each party may disclose information which would otherwise be confidential if and to the extent:

- (i) required by the law of any relevant jurisdiction.
- (ii) the information has come into the public domain through no fault of that party; or
- (iii) the other party has given prior written approval to the disclosure, provided that any such information disclosed shall be disclosed only after consultation with and notice to the other party.

7. RELATION OF THE PARTIES

The nature of the relationship between CMPI and ICK is that of partners in an academic partnership.

8. CONSIDERATION

This Agreement is being made in consideration of the following:

CMPI is a 501(c) (3) independent, nonprofit organization in Special Consultative Status with the United Nations Economic and Social Council.

9. REPRESENTATIONS AND WARRANTIES

Each party to this Cooperation Agreement represents and warrants to the other party that he/she

- (a) has full power, authority, and legal right to execute and perform this Cooperation Agreement.
- (b) has taken all necessary legal and corporate action to authorize the execution and performance of this Cooperation Agreement.
- (c) this Cooperation Agreement constitutes the legal, valid, and binding obligations of such party in accordance with its terms; and
- (d) shall act in good faith to give effect to the intent of this Agreement and to take such other action as may be necessary or convenient to consummate the purpose and subject matter of this Cooperation Agreement.

10. TERMINATION

Either party may terminate its performance of related obligations under this Agreement if the other party fails to rectify a material breach under a portion of this Agreement within thirty (30) days of receipt by the breaching party of written notice of such breach from the non-breaching party. In such case, the non-breaching Party shall be entitled, without further notice, to cancel that Party's involvement pursuant to the agreement, without prejudice to any claim for damages, breach of contract or otherwise. The parties agree that the failure or termination of any portion or relevant provision of this Agreement will not be a basis for terminating other severable obligations or provisions of this Agreement, unless the failure or breach is such that the entire Agreement loses substantially all its value to the non-breaching party.

Any termination of this Agreement shall not absolve the Parties from the obligation to observe the confidentiality measures and other restraints as set out herein.

11. REMEDIES ON DEFAULT

In addition to all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term, or condition of this agreement, the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time shall result in the automatic termination of this Agreement.

12. WORK PRODUCT OWNERSHIP

Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed during work under this Agreement will remain the exclusive property of the party who created the work or idea. Upon request, the party to this Agreement will execute all documents necessary to confirm or perfect the exclusive ownership of the party who created the work or idea of the Work Product.

13. ARBITRATION

Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the relevant Arbitration Rules in the United States and Rwanda. It means that when the complaint is against ICK, Rwanda arbitration rules are applied but where it concerns CMPI, United States arbitration rules are applied.

The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for

review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

14. CONFIDENTIALITY

Both parties acknowledge that during this Agreement, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and the terms of this Agreement as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Agreement. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

15. NOTICE

Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

16. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

17. AMENDMENT

This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

19. WAIVER OF CONTRACTUAL RIGHTS.

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

20. GOVERNING LAW

This Cooperation Agreement shall be governed by and construed in accordance with the laws of New York and Rwanda. Thus, all activities of ICK will be done in conformity with Rwandan laws without violating New York laws and all activities of CMPI will be done in conformity with New York laws without transgressing Rwandan laws.

21. SIGNATORIES

This Agreement shall be signed on behalf of the Center for Media & Peace Initiatives by Uchenna A. Ekwo, Ph.D., its President, and on behalf of The Catholic Institute of Kabgayi by Fr. Balthazar NTIVUGURUZA, Ph.D., its Vice Chancellor

In witness whereof, the parties have signed their names below:



A blue circular stamp of the Institutum Catholicum Kabgayi is visible behind the signature. The stamp contains the text "INSTITUTUM CATHOLICUM KABGAYI" around the perimeter and "JHS" in the center.

Fr. Balthazar NTIVUGURUZA, Ph.D
Vice Chancellor
The Catholic Institute of Kabgayi, Rwanda

Date: 25/11/2023



A rectangular stamp of the Center for Media & Peace Initiative Inc. is visible behind the signature. The stamp contains the text "CMPI - Center for Media & Peace Initiative Inc." in a tilted box.

Uchenna A. Ekwo, Ph.D.
President
Center for Media & Peace Initiatives
New York, USA

Date: 1/25/2023

